

Authority: Toronto and East York Community Council Item 33.10, as adopted by City of Toronto Council on July 8, 9, 10 and 11, 2014 and Toronto and East York Community Council Item 3.2, as adopted by City of Toronto Council on February 10 and 11, 2015

CITY OF TORONTO

BY-LAW No. 276-2015

To amend former City of Toronto Zoning By-law No. 438-86, as amended, with respect to lands known municipally as 592 Sherbourne Street and 15 Selby Street.

Whereas authority is given to the Council of the City of Toronto pursuant to Section 34 of the *Planning Act*, R.S.O. 1990, c. P.13, as amended, to pass this By-law with respect to lands known municipally in the year 2014 as 592 Sherbourne Street and 15 Selby Street; and

Whereas Council has provided adequate information to the public and has held at least one public meeting in accordance with the *Planning Act*; and

Whereas Subsection 37(3) of the *Planning Act* provides that, where an owner of land elects to provide facilities, services or matters in return for an increase in the height or density of development, the Municipality may require the owner to enter into one or more agreements with the Municipality dealing with the facilities, services and matters; and

Whereas the owner of the lands hereinafter referred to has elected to provide the facilities, services and matters as are hereinafter set forth; and

Whereas the increase in the height and density of development permitted hereunder, beyond that otherwise permitted on the lands by By-law No. 438-86, as amended, is to be permitted in return for the provision of the facilities, services and matters set out in this By-law and to be secured by one or more agreements between the owner of the lands and the City of Toronto (hereinafter referred to as the "*City*"); and

Whereas the Council of the *City* has required the owner of the aforesaid lands to enter into one or more agreements for the provision of certain facilities, services and matters in return for the increases in height and density permitted by this By-law; and

Whereas the Council of the *City* has determined to amend Zoning By-law No. 438-86, as amended, of the former City of Toronto;

The Council of the City of Toronto enacts:

1. In accordance with the City of Toronto Transition Protocol, By-law No. 569-2013 is amended to remove the area of 592 Sherbourne Street and 15 Selby Street, as outlined by a thick black line on Map 1.
2. Pursuant to Section 37 of the *Planning Act*, the heights and density of development permitted by this By-law on the lands identified as the Sherbourne Lands on Map 1 (the "*Sherbourne Lands*") forming part of this By-law are permitted subject to compliance with the conditions set out in this By-law and in return for the provision by the owner of the *Sherbourne Lands* and the owner of the lands identified as the Selby Lands on Map 1

(the "*Selby Lands*"), of the facilities, services and matters set out in Appendix 1 hereof, the provisions of which shall be secured by one or more agreements pursuant to Section 37(3) of the *Planning Act*.

3. Upon execution and registration of one or more agreements between the *City* and the owner of the *Sherbourne Lands* on title to the *Sherbourne Lands* and the *Selby Lands* pursuant to Section 37 of the *Planning Act*, securing the provision of the facilities, services and matters set out in Appendix 1 hereof, the *Sherbourne Lands* and the *Selby Lands* are subject to the provisions of this By-law, provided that in the event the said agreement(s) requires the provision of a facility, service or matter as a precondition to the issuance of a *building permit* or a permit issued pursuant to the *Ontario Heritage Act*, such building may not be erected or used until the *owner* of the *Sherbourne Lands* has satisfied the said requirement.
4. Wherever in this By-law a provision is stated to be conditional upon the execution and registration of an agreement(s) entered into with the *City* pursuant to Section 37 of the *Planning Act*, then once such agreement(s) has been executed and registered, such conditional provisions shall continue to be effective notwithstanding any subsequent release or discharge of all or any part of such agreement.
5. Except as otherwise provided herein, the provisions of By-law No. 438-86, as amended shall continue to apply to the *Sherbourne Lands* and to the *Selby Lands*.
6. None of the provisions of Sections 2(1) with respect to the definitions of *lot*, *grade*, *height*, *bicycle parking space - occupant*, *bicycle parking space - visitor and parking space*, and Sections 4(2)(a), 4(5)(b), 4(12), 4(13), 4(17), 6(1)(a), 6(3) Part I 1, 6(3) Part II, 6(3) Part III, 6(3) Part IV, and 12(2) 260 of former City of Toronto Zoning By-law No. 438-86, being "A By-law to regulate the use of land and the erection, use, bulk, height, spacing of and other matters relating to buildings and structures and to prohibit certain uses of lands and the erection and use of certain buildings and structures in various areas of the City of Toronto", as amended, shall apply to prevent the erection and use of a *mixed-use building* containing residential and non-residential uses or an *apartment building*, on the lands identified as the *Sherbourne Lands* on Map 1 attached hereto including uses *accessory* thereto, and none of the provisions of Section 6(1) of By-law No. 438-86 shall apply to prevent the *A.H. Rundle House* containing multiple *dwelling units*, and/or office uses, on the lands identified as the *Selby Lands* on Map 1 attached hereto including uses *accessory* thereto provided:
 - (a) the *Sherbourne Lands* are comprised of at least the lands delineated and identified as such on Map 1 attached hereto;
 - (b) the *Selby Lands* are comprised of at least the lands delineated and identified as such on Map 1 attached hereto;
 - (c) in addition to the uses otherwise permitted in Section 6(1) of By-law No. 438-86, only the following non-residential uses are permitted on the *Sherbourne Lands*:
 - (i) *clinic*;

- (ii) *community health centre*;
 - (iii) *day nursery*;
 - (iv) *restaurant*;
 - (v) *retail store*;
 - (vi) *take-out restaurant*;
 - (vii) *office*;
 - (viii) *private art gallery*;
 - (ix) *artist's or photographer's studio*;
- (d) despite any provision of this By-law or By-law No. 438-86, *medical offices* and *dental offices* are not permitted on the *Selby Lands*;
- (e) in addition to the uses otherwise permitted in Section 6(1) of By-law No. 438-86, two or more *dwelling units* are permitted on the *Selby Lands* within the *A.H. Rundle House*;
- (f) the total *residential gross floor area* erected and used on the *Sherbourne Lands* shall not exceed 38,125.0 square metres and the calculation of such total shall exclude any floor area contained within the *C.H. Gooderham House*;
- (g) the total *non-residential gross floor area* erected and used on the *Sherbourne Lands* shall not exceed 225.0 square metres;
- (h) the total of the combined *non-residential gross floor area* and *residential gross floor area* erected and used on the *Selby Lands* shall not exceed the floor area within the *A.H. Rundle House*;
- (i) no portion of any building or structure erected or used above finished ground level on the *Sherbourne Lands* shall be located other than wholly within the heavy lines on Map 2 attached hereto and forming part of this By-law, with the exception of the following:
- (i) bollards, eaves, architectural elements, cornices, balustrades, lighting fixtures, awnings, canopies, fences and safety railings, parapets, trellises, window sills, window washing equipment, privacy screens, dividers, privacy walls, guardrails, vents, stacks, terraces, patios, wheelchair ramps, retaining walls, landscape features, stairs, stair enclosures, doors, underground garage ramps and associated structures, planters and elements or structures on the roof of the building used for outside or open air recreation, green roof, safety or wind protection purposes; and

- (ii) balconies not exceeding a maximum horizontal projection of 0.5 metres beyond the heavy lines on Map 2;
- (j) no part of any building or structure erected or used on the *Sherbourne Lands* shall be located within the hatched area as shown on Map 2 above a *height* of 6.2 metres above *grade* or below a *height* of 110.70 metres above *grade* with the exception of balconies which may have a maximum horizontal projection of 0.5 metres within such hatched area;
- (k) no part of any building or structure erected or used on the *Sherbourne Lands* shall exceed the *height* in metres or storeys specified by the numbers following the symbol "H", shown on Map 2 attached hereto and forming part of this By-law, with the exception of the structures and elements provided for in subsection (i) above, subject to the restrictions on such elements and structure as noted therein;
- (l) despite any other provision of this By-law, the *height* of the *A.H. Rundle House* shall not exceed its *height* as it existed on the date of the passing of this By-law;
- (m) *residential amenity space* shall be provided on the *Sherbourne Lands* for use by the residents of such lands in accordance with the following:
 - (i) a minimum of 2.0 square metres of indoor *residential amenity space* for each *dwelling unit* erected on the *Sherbourne Lands* shall be provided in a multi-purpose room or rooms, which rooms may or may not be contiguous, at least one of which shall contain both a kitchen and washroom; and
 - (ii) a minimum of 1.2 square metres of outdoor *residential amenity space* shall be provided for each *dwelling unit* erected on the *Sherbourne Lands*, of which at least 40 square metres shall be provided in a location adjoining or directly accessible to indoor *residential amenity space*;
- (n) *parking spaces* for *dwelling units* erected or used on the *Sherbourne Lands* shall be provided and maintained on the *Sherbourne Lands* in accordance with the following:
 - 0.3 *parking spaces* per *dwelling unit* for residents;
 - 0.03 *parking spaces* per *dwelling unit* for visitors, which may be provided as commercial pay and display spaces; and
 - 3 *car-share parking spaces*;

(o) Parking Space Dimensions - Minimum

A *parking space* is subject to the following:

- (i) Subject to (ii) and (iii) herein, a *parking space* must have the following minimum dimensions:
 - A. length of 5.6 metres;
 - B. width of 2.6 metres;
 - C. vertical clearance of 2.0 metres; and
 - D. the minimum width in B. herein must be increased by 0.3 metres for each side of the *parking space* that is obstructed according to (iv) below;
- (ii) For a *parking space* accessed by a *drive aisle* with a width of less than 6.0 metres, whether it is a one-way or two-way *drive aisle*, the minimum dimensions of a *parking space* are:
 - A. length - 5.6 metres;
 - B. width - 2.9 metres;
 - C. vertical clearance - 2.0 metres; and
 - D. the minimum width in B. herein must be increased by 0.3 metres if one or both sides of the *parking space* is obstructed according to (iv) below;
- (iii) The minimum dimensions of a *parking space* that is adjacent and parallel to a *drive aisle* from which vehicle access is provided are:
 - A. length - 6.7 metres;
 - B. width - 2.6 metres;
 - C. vertical clearance - 2.0 metres; and
 - D. the minimum width in B. must be increased by 0.3 metres for each side of the *parking space* that is obstructed according to (iv) below; and

- (iv) The side of a *parking space* is obstructed if any part of a fixed object such as a wall, column, bollard, fence or pipe is situated:
 - A. within 0.3 metres of the side of the *parking space*, measured at right angles, and
 - B. more than 1.0 metre from the front or rear of the *parking space*.
 - (p) *parking spaces* for uses on the *Selby Lands* shall be provided in accordance with the following:
 - (i) a minimum of 0.35 *parking spaces* shall be provided for every 100 square metres of *non-residential gross floor area* devoted to office uses;
 - (ii) *parking spaces* are not required to be provided for *dwelling units* and uses *accessory* thereto erected and used on the *Selby Lands*;
 - (iii) for the purpose of this subsection (p), the five parking spaces existing on the *Selby Lands* as of the date of the passing of this By-law are deemed to be *parking spaces*;
 - (q) *bicycle parking spaces* shall be provided and maintained on the *Sherbourne Lands* in accordance with the following:
 - (i) for residents of the *Sherbourne Lands*, not less than 0.8 *bicycle parking spaces - occupant* for each *dwelling unit* erected or used on the *Sherbourne Lands*;
 - (ii) for residential visitors to the *Sherbourne Lands*, not less than 0.2 *bicycle parking spaces - visitor* for each *dwelling unit* erected or used on the *Sherbourne Lands*;
 - (iii) no *bicycle parking spaces* are required for the non-residential uses on the *Sherbourne Lands*;
 - (r) despite subsection (n) above, the total number of *parking spaces* required to satisfy parking requirements for residents, but not for visitors, of a building erected on the *Sherbourne Lands* or used subsequent to the date of the passing of this By-law, may be reduced by 4 *parking spaces* for each *car-share parking space* provided and maintained on the *Sherbourne Lands*, up to a maximum of 7 *car-share parking spaces*;
7. None of the provisions of this By-law or the provisions of By-law No. 438-86 shall apply to prevent a temporary *sales office* on the *Sherbourne Lands*;

8. For the purpose of this By-law:
- (a) "*above-grade permit*" means the first *building permit* issued respecting all or any part of the *Sherbourne Lands* that permits the erection of any *above grade* portion of a building and for clarity does not include a *foundation permit*;
 - (b) "*A.H. Rundle House*" means the existing heritage building located on the *Selby Lands* on the date of the passing of this By-law, as shown on Map 2;
 - (c) "*bicycle parking space - occupant*" means an area that is equipped with a bicycle rack for the purpose of parking and securing bicycles; and
 - (i) where the bicycles are to be parked on a horizontal surface, has a horizontal dimension of at least 0.6 metres by 1.8 metres and a vertical dimension of at least 1.9 metres;
 - (ii) where the bicycles are to be parked in a vertical position, has a horizontal dimension of at least 0.6 metres by 1.2 metres and a vertical dimension of at least 1.9 metres; and
 - (iii) notwithstanding (i) and (ii) above, where the bicycles are to be parking in a stacker, being a device that allows *bicycle parking spaces* to be positioned above or below one another with the aid of an elevating mechanism, the *bicycle parking space* within the stacker is not subject to the dimensions outlined in (i) and (ii) above;
 - (d) "*bicycle parking space - visitor*" means an area that is equipped with a bicycle rack for the purpose of parking and securing bicycles; and
 - (i) where the bicycles are to be parked on a horizontal surface, has a horizontal dimension of at least 0.6 metres by 1.8 metres and a vertical dimension of at least 1.9 metres;
 - (ii) where the bicycles are to be parked in a vertical position, has a horizontal dimension of at least 0.6 metres by 1.2 metres and a vertical dimension of at least 1.9 metres; and
 - (iii) notwithstanding (i) and (ii) above, where the bicycles are to be parking in a stacker, being a device that allows *bicycle parking spaces* to be positioned above or below one another with the aid of an elevating mechanism, the *bicycle parking space* within the stacker is not subject to the dimensions outlined in (i) and (ii) above;
 - (e) "*building permit*" means a permit issued under the *Building Code Act, 1992*, S.O. 1992, c.23 as amended or re-enacted from time to time, including a permit for excavation or shoring but it does not include any permit issued to construct a temporary *sales office* or a portion thereof or for usual and minor works, repairs and maintenance of the *C.H. Gooderham House* acceptable to the *Manager*;

- (f) "*car-share*" means the practice whereby a number of people share the use of one or more motor vehicles that are owned by a profit or non-profit car-sharing organization, such *car-share* motor vehicles to be made available for short term rental, including hourly rental, and where such organizations may require that the *car-share* motor vehicles be reserved in advance, charge fees based on time and/or kilometers driven, and set membership requirements of the *car-sharing* organization, including the payment of a membership fee that may or may not be refundable;
- (g) "*car-share parking space*" means a *parking space* used exclusively reserved and signed for a car used only for *car-share* purposes and such *car-share* is for the use of at least the occupants of any building erected or used on the *Sherbourne Lands*;
- (h) "*Chief Planner*" means the Chief Planner and Executive Director, City Planning;
- (i) "*C.H. Gooderham House*" means the existing heritage building located on the *Sherbourne Lands* on the date of the passing of this By-law, as shown on Map 2, including as may be altered and relocated to the area shown on Map 2 provided such alteration and relocation are in accordance with a heritage easement agreement or amending heritage easement agreement entered into with the *City* pursuant to Section 37 of the *Ontario Heritage Act* and registered to the satisfaction of the *City*;
- (j) "*Director*" means the *City's* Director, Affordable Housing Office;
- (k) "*drive aisle*" means a vehicle passageway located within an area used for the parking or storage of 3 or more *vehicles*;
- (l) "*foundation permit*" means a *building permit* issued to construct all or a part of a building foundation on the *Sherbourne Lands*;
- (m) "*grade*" means 116.25 metres Canadian Geodetic Datum;
- (n) "*height*" means the vertical distance between *grade* and the highest point of the building or structure;
- (o) "*Manager*" means the *City's* Manager, Heritage Preservation Services;
- (p) "*parking space*" means an unimpeded area that is readily accessible at all times for the parking and removal of a motor vehicle without the necessity of moving another vehicle;
- (q) "*sales office*" means a building, structure, facility or trailer on the *Sherbourne Lands* used exclusively for the initial sale and/or leasing of *dwelling units* to be erected on the *Sherbourne Lands*;
- (r) "*Selby Lands*" means the lands identified as the *Selby Lands* on Map 1 attached hereto;

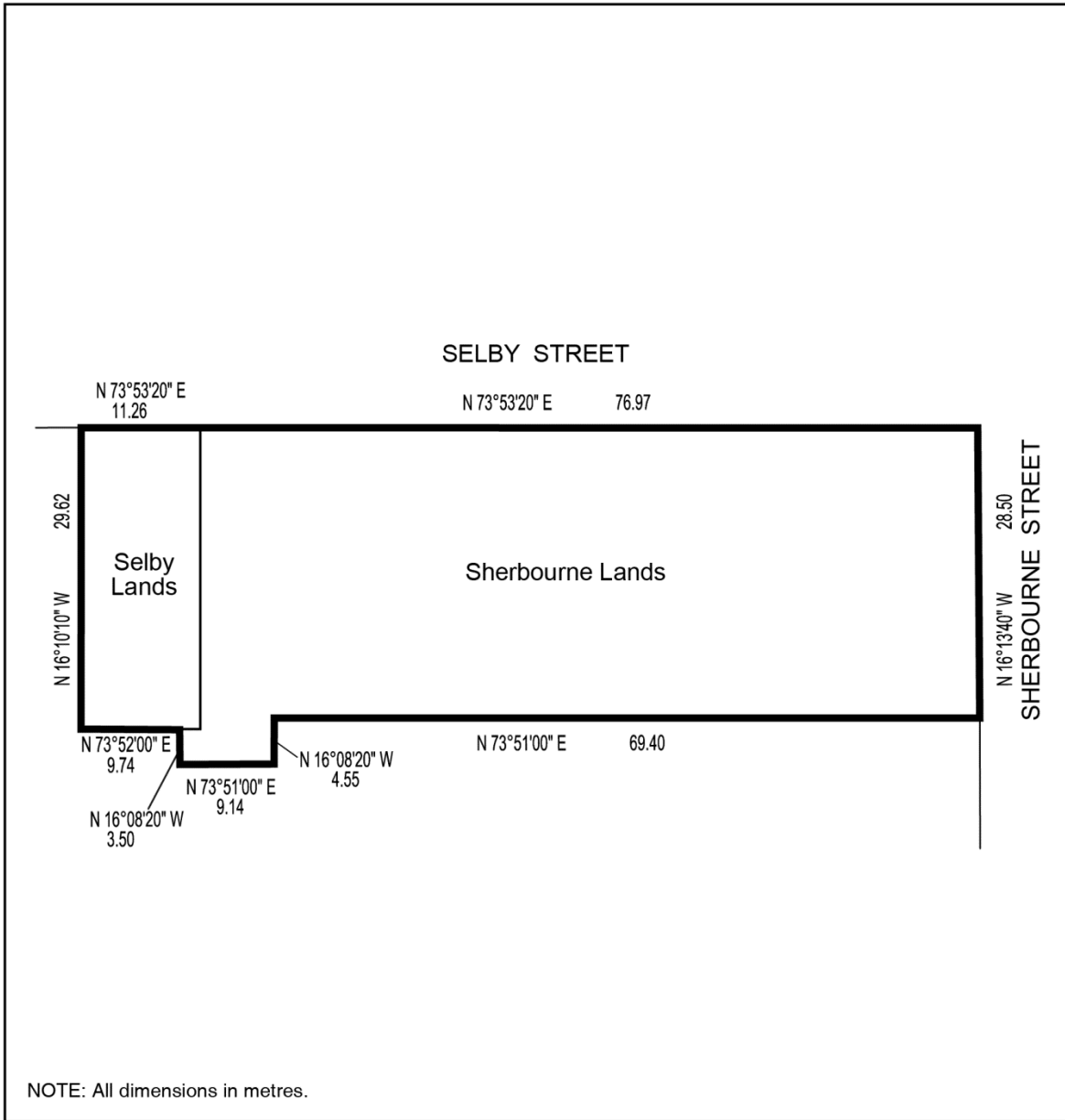
- (s) "*Sherbourne Lands*" means the lands identified as the *Sherbourne Lands* on Map 1, attached hereto;
 - (t) each other word or expression that is italicized in this By-law shall have the same meaning as that word or expression as defined in the said By-law No. 438-86, as amended unless otherwise defined herein.
- 9.** Notwithstanding any existing or future severance, partition, or division of the *Sherbourne Lands*, the provisions of this By-law shall apply to the whole of the *Sherbourne Lands* as if no severance, partition or division had occurred.
- 10.** Within the *Sherbourne Lands*, no person shall use any land or erect any building or structure unless the following municipal services are provided to the lot line and the following provisions are complied with:
- (a) all new public roads have been constructed to a minimum of base curb and base asphalt and are connected to an existing public highway, and
 - (b) all water mains and sanitary sewers, and appropriate appurtenances, have been installed and are operational.

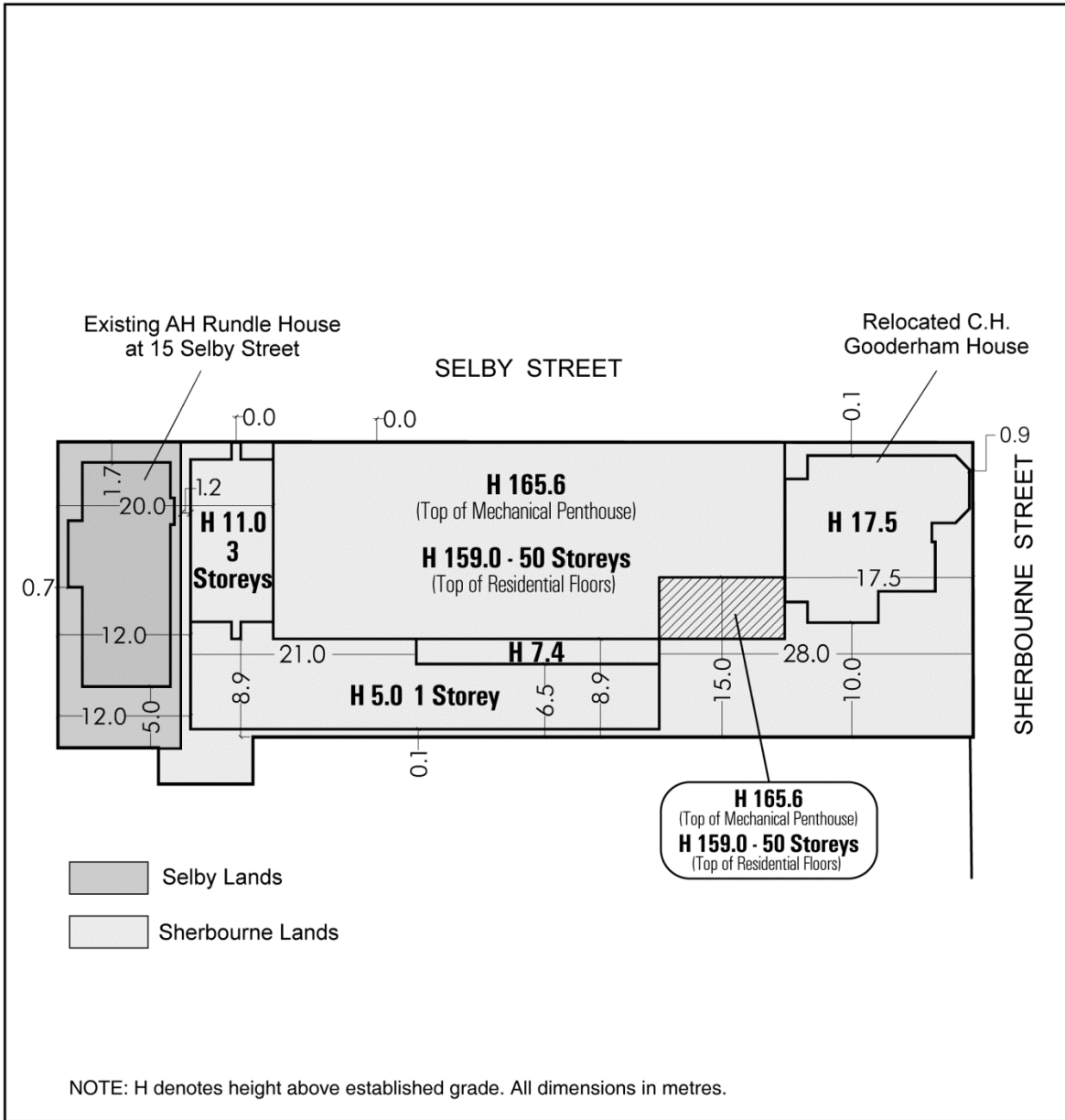
Enacted and passed on February 11, 2015.

Frances Nunziata,
Speaker

Ulli S. Watkiss,
City Clerk

(Seal of the City)





APPENDIX 1
Section 37 Provisions

The facilities, services and matters set out below are required to be provided by the owner of both the *Sherbourne Lands* and the *Selby Lands* at their expense to the *City* in accordance with one or more agreements pursuant to Section 37(3) of the *Planning Act*, in a form satisfactory to the *City* with conditions providing for indexing escalation of both the financial contributions and letters of credit, development charges, indemnity, insurance, GST, HST, termination and unwinding, and registration and priority of agreement:

1. Subject to the *City* having the right to elect to take the cash payment and receiving such payment as set forth in clause 1. c. of this Appendix 1;
 - a. prior to the issuance of any *foundation permit* for all or any part of the *Sherbourne Lands*, in addition to the requirements of clause 9 of this Appendix 1, the owner of the *Selby Lands*, at their expense, shall enter into an agreement of purchase and sale with the *City* in a form and with content satisfactory to the *City* Solicitor in consultation with the *Director* and the *Chief Planner*, assignable by the *City*, for the conveyance to the *City* as is, of the property known municipally as 15 Selby Street and comprising the *Selby Lands*, for the purpose of providing at least 5 affordable rental housing *dwelling units* on the *Selby Lands* (the term "affordable" for these purposes shall have the same meaning as "affordable rental housing" in the Toronto Official Plan), for a period of at least 25 years, to be operated by the *City* or a non-profit housing provider to be selected by the *City*, such conveyance to be at nominal consideration and inclusive of all closing costs, including but not limited to land transfer tax and registration fees payable by the owner exclusive of the usual adjustments made on closing, and providing for:
 - i. the owner to provide an up-to-date survey of the *Selby Lands*, satisfactory to the *City*;
 - ii. the *City* obtaining a building condition assessment and a Phase I environmental study of the *Selby Lands*, both satisfactory to the *City*, the cost of which to be paid for by the owner to a maximum of \$10,000.00;
 - iii. the property being legally zoned for multi-residential use at the time of conveyance;
 - iv. receipt by the *City* of the rent roll for the *A.H. Rundle House*, satisfactory to the *City*;
 - v. receipt by the *City* of estoppel certificates from all current tenants (at the time of conveyance) of the *A.H. Rundle House*, satisfactory to the *City*;
 - vi. the *Selby Lands* being free and clear of encumbrances, to the satisfaction of the *City* Solicitor;

- vii. the *City* assuming all existing tenancies (at the time of conveyance) on the *Selby Lands* with provision for the *City* to maintain such tenancies for as long as such tenants remain in the existing rental units, and including provision for tenant assistance in accordance with *City* policies and/or practice in the event the *Chief Planner* determines such is appropriate; and
 - viii. completion of such conveyance to be on or before the later of, 30 months from the date of issuance of the first *foundation permit* for all or any part of the *Sherbourne Lands*, and 6 months after the completion of the foundation for all or any part of the *Sherbourne Lands*, as determined to the satisfaction of the *Chief Planner* in consultation with the Chief Building Official, and in any event such dates shall precede any registration of any plan of condominium for all or any part of the *Sherbourne Lands*, all to the satisfaction of the *City*; and
 - b. the owner of the *Selby Lands* shall complete the conveyance required in clause 1. a. viii. of this Appendix 1, to the *City* on or before the later of, 30 months from the date of issuance of the first *foundation permit* for all or any part of the *Sherbourne Lands*, and 6 months after the completion of the foundation for all or any part of the *Sherbourne Lands*, as determined to the satisfaction of the *Chief Planner*, and in any event such dates shall precede any registration of any plan of condominium for all or any part of the *Sherbourne Lands* (the "*Closing Date*"), all to the satisfaction of the City Solicitor; or
 - c. in the event that the *City*, in its sole discretion, determines not to accept the conveyance of the *Selby Lands* provided for in clauses 1.a. and b. of this Appendix 1, the owner of the *Sherbourne Lands* shall pay to the *City*, by certified cheque prior to the earlier of, the *Closing Date*, and the issuance of the first *above-grade permit* for the *Sherbourne Lands*, the sum of One Million Six Hundred Thousand Dollars (\$1,600,000.00) to be directed to the *City's* Capital Revolving Fund for Affordable Housing, with the proviso that the funds be spent on affordable housing in Ward 27;
- 2. In addition to any other requirements of this Appendix 1, prior to the issuance of any *above-grade permit* for all or any part of the *Sherbourne Lands*, the owner of the *Sherbourne Lands* shall pay to the *City* by certified cheque:
 - a. the sum of Three Hundred Thousand Dollars (\$300,000.00), to be used as follows:
 - i. One Hundred Thousand Dollars (\$100,000.00) to be allocated at the discretion of the *Chief Planner* in consultation with the local Ward councillor, for streetscape improvements in the vicinity of the *Sherbourne Lands*; and
 - ii. Two Hundred Thousand Dollars (\$200,000.00) to be allocated to the *City's* Affordable Housing Revolving Fund, with the provision that such funds are to be used to improve the *A.H. Rundle House*, if the *Selby Lands*

are conveyed to the *City* as provided in clause 1. a. and b. of this Appendix 1; and

- b. the sum of Ten Thousand Dollars (\$10,000.00) for the building condition assessment and the Phase I environmental study required in clause 1. a. ii. of this Appendix 1;
3. The payment amounts in clause 1.c. and Section 2 of this Appendix 1, to be increased by upwards indexing in accordance with the Non-Residential Construction Price Index for the Toronto CMA, reported by Statistics Canada or its successor, calculated from the date of the Section 37 Agreement required in Section 10 of this Appendix 1 to the date of each such payment to the *City*;
4. In the event the payment required in clause 2. a. i. of this Appendix 1 has not been used for the intended purpose set out herein within three (3) years of the date of this By-law coming into full force and effect, such cash contribution may be redirected for other capital improvement purposes at the discretion of the *Chief Planner* in consultation with the local Councillor, provided such purpose(s) are identified in the Toronto Official Plan and will benefit the community in the vicinity of the *Sherbourne Lands*;
5. A minimum of 10 percent of the *dwelling units* in any new development on the *Sherbourne Lands* shall be 2 or 3 bedroom *dwelling units* with each such *dwelling unit* having a minimum size of 79 square metres;
6. Prior to the issuance of final site plan approval pursuant to section 114 of the *City of Toronto Act, 2006* ("*site plan approval*") for all or any part of the *Sherbourne Lands*:
 - a. the owner shall provide final site plan drawings satisfactory to the *Manager*, including drawings related to the *Approved Conservation Plan*;
 - b. this By-law and the authorizing Official Plan amendment for this By-law shall be in full force and effect in a form and with content acceptable to the *City*; and
 - c. the owner shall have obtained approval from the *City* pursuant to the *Ontario Heritage Act* for the alterations set forth in such *site plan approval*;
7. Prior to the issuance of any permit for all or any part of the *Sherbourne Lands*, including a heritage permit pursuant to the *Ontario Heritage Act* or a *building permit*, but excluding permits for repairs and maintenance of the *C.H. Gooderham House* and other usual and minor works acceptable to the *Manager*:
 - a. this By-law and the authorizing Official Plan amendment for this By-law shall be in full force and effect in a form and with content acceptable to the *City*;
 - b. the owner of the *Sherbourne Lands* shall enter into and register on title an agreement with the *City* amending the existing heritage easement agreement for the *Sherbourne Lands* pursuant to section 37 of the *Ontario Heritage Act*, to the satisfaction of the *Chief Planner* and the City Solicitor;

- c. the owner of the *Selby Lands* shall enter into and register on title a heritage easement agreement with the *City* for the *Selby Lands* pursuant to section 37 of the *Ontario Heritage Act*, to the satisfaction of the *Chief Planner* and the *City Solicitor*;
- d. the owners of the *Sherbourne Lands* and the *Selby Lands* shall enter into and register on title the agreement required in sections 2 and 3 of this By-law pursuant to section 37 of the *Planning Act*, all to the satisfaction of the *Chief Planner* and the *City Solicitor*;
- e. the owner of the *Sherbourne Lands* shall obtain final *site plan approval* for the alterations permitted by the *City* for such lands, issued by the *Chief Planner* and with content acceptable to the *Manager*;
- f. the owner of the *Sherbourne Lands* shall provide full *building permit* drawings, including notes and specifications for the conservation and protective measures keyed to the *Approved Conservation Plan*, including a description of materials and finishes, to be prepared by the project architect and a qualified heritage consultant, all to the satisfaction of the *Manager*;
- g. the owners of the *Sherbourne Lands* and the *Selby Lands* shall provide a conservation plan prepared by a qualified heritage consultant and consistent with the conservation strategy set out in a heritage impact assessment for the *Sherbourne Lands and the Selby Lands* dated June 13, 2012, revised March 21, 2014 (the "*heritage impact assessment*") and finally revised December 19, 2014 (the "*Approved Conservation Plan*"), all to the satisfaction of the *Manager*, and thereafter shall implement such plan to the satisfaction of the *Manager*;
- h. the owner of the *Sherbourne Lands* shall provide a lighting plan that describes how the *C.H. Gooderham House* will be sensitively illuminated to enhance its heritage character (the "*Approved Lighting Plan*"), to the satisfaction of the *Manager*, and thereafter shall implement such plan to the satisfaction of the *Manager*;
- i. the owner of the *Sherbourne Lands* shall provide an interpretation plan for such lands to the satisfaction of the *Manager*, (the "*Approved Interpretation Plan*") and thereafter shall implement such plan to the satisfaction of the *Manager*;
- j. the owner of the *Sherbourne Lands* shall provide a letter of credit, to the *City* including provision for upwards indexing, in a form and amount and from a bank all satisfactory to the *Manager*, to secure all work included in the *Approved Conservation Plan*, the *Approved Lighting Plan* and the *Approved Interpretation Plan*, with provision that prior to release of such letter of credit by the *City* such owner shall:
 - i. provide a letter of substantial completion prepared and signed by a qualified heritage consultant confirming that the conservation work, the lighting work and the interpretive work have been completed in

accordance with the *Approved Conservation Plan*, the *Approved Lighting Plan* and the *Approved Interpretation Plan*, and that an appropriate standard of conservation has been maintained; and

- ii. provide replacement heritage easement agreement photographs for the *Sherbourne Lands*;

all to the satisfaction of the *Manager*;

- k. the owner of the *Sherbourne Lands* shall have obtained approval from the *City* pursuant to the *Ontario Heritage Act* for the alterations permitted by this By-law; and

- l. the owner of the *Sherbourne Lands* shall submit a construction management plan to the satisfaction of the *Chief Planner*, the General Manager, Transportation Services, and the Chief Building Official, in consultation with the Ward Councillor (the "*Approved Construction Management Plan*"), and thereafter in support of the development, shall implement the plan during the course of construction. The *Approved Construction Management Plan* will include, but not be limited to, details regarding size and location of construction staging areas, dates of significant concrete pouring activities, measures to ensure safety lighting does not negatively impact adjacent residences, construction vehicle parking locations, refuse storage, site security, site supervisor contact information, and any other matters deemed necessary;

- 8. Notwithstanding the requirements of clauses 7. e. and f. of this Appendix 1 and in addition to complying with the requirements of clauses 7. a. to d., and g. to l. of this Appendix 1, prior to the issuance of any permit for:

- a. the removal of all or any part of the 3 ½ storey 1912 hotel addition and/or the alteration of the 3 storey rear wing of the *C.H. Gooderham House* (both identified in the *heritage impact assessment* and not identified as heritage attributes), including a heritage permit pursuant to the *Ontario Heritage Act* or a *building permit* but excluding permits for repairs and maintenance of the *C.H. Gooderham House* or other usual and minor works acceptable to the *Manager*;

- i. a notice of approval conditions for *site plan approval* for all of the alterations permitted in Item TE33.11 as adopted by the *City Council* at its meeting of July 8, 9, 10 and 11, 2014, as revised at its meeting of February 10 and 11, 2015 ("*TE33.11*"), shall have been issued by the *Chief Planner* in consultation with the *Manager*;

- ii. the owner of the *Sherbourne Lands* shall provide an acknowledgement in writing satisfactory to the *Chief Planner*, acknowledging the owner's acceptance and agreement with the terms of such notice of approval conditions, subject to such amendments as are satisfactory to the *Chief Planner*; and

- iii. the owner of the *Sherbourne Lands* shall provide full *building permit* drawings for such 3 ½ storey removal and 3 storey rear wing alteration, including notes and specifications for the protective measures keyed to the *Approved Conservation Plan*, satisfactory to the *Manager*; and
- b. shoring, excavation and/or foundation for all or any part of the *Sherbourne Lands* (the "*Foundation Works*"), including a heritage permit pursuant to the *Ontario Heritage Act* or a *building permit*, but excluding permits for repairs and maintenance of the *C.H. Gooderham House* and other usual and minor works acceptable to the *Manager*, the owner of the *Sherbourne Lands* shall:
 - i. have entered into and registered the related site plan agreement pursuant to section 114 of the *City of Toronto Act, 2006* for the *Sherbourne Lands*, for all of the alterations permitted in *TE33.11*, to allow for the construction of a maximum 50-storey and up to the specified *height* in metres shown on Map 2 of this By-law residential development with possible retail at *grade* within the *C.H. Gooderham House*, including that the existing building on the *Selby Lands* (the "*A.H. Rundle House*") be retained in situ and conserved, satisfactory to the *Chief Planner* and the *Manager*; and
 - ii. provide full *building permit* drawings for the *Foundation Works*, including notes and specifications for the conservation and protective measures keyed to the *Approved Conservation Plan* including a description of materials and finishes, to be prepared by the project architect and a qualified heritage consultant, all to the satisfaction of the *Manager*;
- 9. In addition to any other timing provision in this Appendix 1, the owners of the *Sherbourne Lands* and the *Selby Lands* shall have registered the agreements required in clauses 7 b. and c. of this Appendix 1, to the satisfaction of the *City Solicitor* prior to the coming into force of this By-law and the authorizing Official Plan Amendment;
- 10. The *owners* of the *Sherbourne Lands* and the *Selby Lands* shall enter into and register on title to the *Sherbourne Lands* and the *Selby Lands* one or more agreements with the *City* pursuant to Section 37 of the *Planning Act*, to the satisfaction of the *City Solicitor* in consultation with the *Chief Planner*, to secure the facilities, services and matters set forth in this Appendix 1.